**United Nations Development Programme**

**INSTRUCTIONS FOR THE USE OF THE TEMPLATE MEMORNADUM OF UNDERSTANDING**

This instruction paragraph and any other instructions in this template are only for the Business Unit’s guidance and **should be deleted** before the agreement is sent to the other party for review and signature.

Any changes to the provisions in this template must be previously cleared with the Legal Office, Bureau of Management Services, UNDP before sharing with the counterpart.

MEMORANDUM OF UNDERSTANDING

**BETWEEN**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME**

**AND**

[**Name of UN Entity or International Organization**]

# This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the [Name of IO/UN Entity] (hereinafter “[Abbreviated Name]”), headquartered in [location]. UNDP and [Name of IO/UN Entity] are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

# WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

# WHEREAS, UNDP represented by [Country Office or Bureau Name] is interested in enhancing its development activities in [insert specific interests, such as strengthen countries electoral systems and improve access to justice and public administration; promote public dialogue];

**WHEREAS**, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of UNDP’s development efforts;

**WHEREAS**, [add description of the IO/UN Entity, and describe the common area of work with UNDP];

[*These “Whereas Provisions” are descriptive provisions meant to provide a brief background of the relationship between the Parties, they should address the questions: What is the origin of the relationship? What are the common areas of interest? What is the context within each organization where the relationship fits in?*]

*In addition, if this MOU replaces a previous MOU between the Parties, add the following: “****WHEREAS****, the Parties entered into a Memorandum of Understanding on [date] regarding [xxxxxxx] (the “[year] MOU”)*]

**NOW, THEREFORE,** the Parties wish to express their intention to cooperate as follows:

## Article I

**Purpose and Scope**

The purpose of this MOU is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the Parties in the areas of common interest identified in Article II below.

***[****This section should describe the purpose, objective and expected outcomes of the MOU***.** *It should answer the questions:* *What are the overall purposes of the MOU and the objectives of the collaboration?*]

## Article II

## Areas of Cooperation

The Parties have identified the following activities in which cooperation may be pursued, with each Party operating subject to its respective mandates, regulations, rules, policies and procedures:

1. [description of coordinated activities, such as share analysis and information for identifying complementary programs to cure HIV/AIDS];
2. [description of coordinated activities, such as harmonizing policy approaches in the areas of governance, conflict prevention and post-conflict reconstruction]; and
3. [Description of coordinated activities, if there are more to add].

***[****Activities:* *this Article should list any specific activities outlined within the overall scope of the MOU that will serve to accomplish the objectives stated under Article I No commitments or obligations may be made, financial or otherwise. Areas of cooperation should be expressed as aspirations.]]*

**Article III**

**Consultations and Exchange of Information**

* 1. The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
	2. Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.
	3. The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.

 **Article IV**

**Use of Name and Emblem and Publicity**

4.1 Neither Party will use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.

4.2 The costs of public relations activities relating to the partnership will be the responsibility of [name of IO/UN Entity] [the Party incurring the costs].

4.3 [Name of IO/UN Entity] acknowledges that it is familiar with UNDP’s ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.

4.4 Nothing in this MOU grants to [name of IO/UN Entity] the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP’s written authorization.

4.5 The Parties will recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article V**

**Term, Termination, Renewal, Amendment**

[5.1 This MOU supersedes and replaces in its entirety the [*year*] MOU.[[1]](#footnote-1)]

5.# The proposed cooperation under this MOU is non-exclusive and will have an initial term of [two] years from the Effective Date, as defined in Article X (“Effectiveness”) [or commencing on \_\_\_\_\_\_\_\_\_\_\_and ending on\_\_\_\_\_\_\_], unless terminated earlier by either Party upon two (2) months’ notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of [\_\_\_\_] years under the same terms and conditions.

5.# Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

5.# This MOU may be amended only by mutual written agreement of the Parties signed by their duly appointed representatives.

**Article VI**

**Notices**

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP: [*Name*]

 [*Address*]

[*Address*]

[*Address*]

[*Address*]

For the [insert name IO/UN Entity]:[*Name*]

 [*Address*]

[*Address*]

[*Address*]

[*Address*]

**Article VII**

**Legal Provisions Relating to Implementation**

7.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and not constitute a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP’s activities envisaged hereunder are subject to the availability of funding ; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractor sand subcontractors in connection with this MOU and its implementation.

7.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

7.3. The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

7.4. [Name of IO/UN Entity] represents that it is a legally formed entity and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

7.5 In the event of inconsistency between any provision of this Article VII and a provision of another section of the MOU, this Article VII shall prevail.

**Article VIII**

**Settlement of Disputes**

Any disputes between UNDP and the [Name of IO/UN Entity] arising out of or relating to this MOU shall be settled amicably by the Parties through direct negotiations.

**Article IX**

**Privileges and Immunities**

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs [and [insert name of IO/UN Entity nor of the][[2]](#footnote-2).

**Article X**

**Effectiveness**

This MOU will become effective on the date in which it is duly signed by both Parties (“Effective Date”).

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

***FOR UNDP: FOR*** [Name of IO/UN Entity]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Date Date

1. Remove if not relevant. [↑](#footnote-ref-1)
2. Remove if not applicable [↑](#footnote-ref-2)